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marriage after the disability is removed. A fourth class of cases is where only one party knew of the disability when the pair were first married. Some courts hold that the mere continuing of cohabitation after the disability is removed is insufficient evidence of the requisite agreement. Other courts say the fraudulent party is estopped to show his lack of consent because of his wrong, and so find a subsequent agreement. On the analogy of ordinary contract principles, it may be argued that there is a valid agreement as soon as the disability is removed, since there is apparent mutual consent, which is ordinarily sufficient.

In the light of the above discussion an interesting case recently decided in Illinois would seem incorrect (*People v. Shaw*, 102 N. E. 1031, Ill.). The defendant married a woman in New York neither knowing of a disability. They moved to Illinois, where there was no disability, and continued to live as man and wife. The defendant then deserted this woman and married another, and was held not guilty of bigamy. As the evidence showed that neither party doubted the validity of the original ceremony in New York, there was real consent by both to be married when the parties lived in Illinois thinking themselves man and wife. It is submitted, therefore, that a common-law marriage was there contracted, and that the defendant was guilty of bigamy.—*Harvard Law Review*.

IN VACATION.

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